

A G R E E M E N T

BETWEEN

The Department of Health (DOH) and the Department of Social Services and Housing (DSSH) for the coordination of Maternal and Child Health-Crippled Children Services, hereinafter called MCH-CCS, and the Medical Assistance Program, hereinafter called Medicaid.

I. PURPOSE

WHEREAS, there is mutual recognition that MCH-CCS and Medicaid have a similarity of purpose in providing optimal health care services to the maximum number of persons who are faced with financial hardship, and whereas said common objective can be best achieved by the establishment of an inter-agency cooperative arrangement under which the fiscal resources and services of the respective programs are coordinated both at the State and local levels;

WHEREAS, DOH is authorized and funded to administer the MCH-CCS programs, and whereas said program funds are not sufficient to finance comprehensive health services for all persons who are eligible under one of several of its special programs;

WHEREAS, DSSH, through its Public Welfare Division, is authorized and funded to administer Medicaid, a program of comprehensive health care for the needy and the medically needy, on a statewide basis;

WHEREAS, there are in every MCH-CCS program a number of enrollees who are concurrently eligible for benefits under MCH-CCS and Medicaid, and whereas DOH's health care services, whether provided by its own clinics, or furnished through arrangements made with other providers, are with few exceptions, within the scope and content of services covered by Medicaid;

NOW THEREFORE, DOH and DSSH mutually agree to the establishment and maintenance of an inter-agency program coordination and a provider-third party reimbursement arrangement in accordance with definitions and provisions contained in the Sections which follow.

II. DEFINITIONS

A. "Maternal and Child Health-Crippled Children Services" (MCH-CCS) means those special health care programs which are administered by DOH under its State plans for Title V of the Social Security Act. For the purpose of this agreement, the term "Maternal and Child Health-Crippled Children Services" is limited in application to (1) Crippled Children Services, (2) Maternity and Infant Care Project, (3) Comprehensive Health Services for Children and Youth, and (4) Child Health Conferences, including those termed MCH Evaluation Clinics.

B. "Project area" means an economically depressed area where, for reason of inaccessibility of health care resources for low income families, the DOH has established a special clinic for its Maternity and Infant Care or Children and Youth projects.

C. "Needy and medically needy" mean individuals and families who were determined by DSSH (through its Public Welfare Division) to be eligible for Medicaid and who, ipso facto, meet the standards of financial eligibility for MCH-CCS services under this agreement.

D. "Medical case management" means, for the purpose of this agreement, an individualized plan of medical care and services which is maintained under the direction of an MCH or CCS physician for the purpose of providing a reasonable assurance for continuum of care and services of highest possible quality. Included in the activities of "medical case management" are prospective reviews and pre-authorization of recommended services.

III. ELIGIBILITY FOR MCH-CCS SERVICES

A. Financial Eligibility

Except for the needy and the medically needy, financial eligibility for MCH-CCS services, when required, shall be based on the criteria established by DOH for its programs administered by the Children's Health Services Division.

B. Place of Residence

Except for Crippled Children Services and Child Health Conferences,

in which the place of residence is not a condition of eligibility, an individual must be residing within the special project areas established by DOH as follows:

1. For the Maternity and Infant Care Project

- a. Nanakuli-Maile-Waianae-Makaha (all of census tracts 96, 97, and 98) and Kahe Point;
- b. Waimanalo Valley (a-1 of census tract 113);
- c. Hilo covering Keaukaha (census tract 3), new Panaewa Homesteads of the Department of Hawaiian Home Lands, Lanakila Homes and Annex (census tract 6) and families placed by Hawaii Housing in Hilo Terrace Apartments on Waianuenue Avenue. Residence in these defined areas is excepted for Medicaid recipients who are under 19 years of age for maternity and subsequent family planning services as long as they are living in any part of Hilo.

2. For Children and Youth Project

- a. Entire Waimanalo.

C. Age

Except for adults eligible for services under the Maternity and Infant Care Project, the following age requirements will apply:

1. Crippled Children Services

From birth to age 21.

2. Maternity and Infant Care Project

- a. Infants under one year of age;
- b. Girls of child bearing age.

3. Children and Youth Project

From birth to 16 years.

4. Child Health Conferences

From birth to age six or school entrance (kindergarten or first grade), whichever comes first.

D. Medical Eligibility

Except for the C & Y Project and Child Health Conferences, an

individual, in order to qualify for MCH-CCS services, must also meet medical eligibility as described in the following attachments:

Attachment A Crippled Children Services
Attachment B Maternity and Infant Care Project

IV. TERMS OF AGREEMENT

A. DOH agrees:

1. To provide medical care and services, the scope and content of which are defined on Attachments A, B, C, and D, to Medicaid recipients who have been determined by DOH to be eligible under any of its MCH-CCS programs;
2. To arrange for medical care and services, which are encompassed in its programs but not furnished by it, with other providers participating in its programs;
3. To assume financial responsibility for any care or services which it provides or authorizes which are not covered by Medicaid; also, to assume, subject to availability of funds, all costs of care and services it provides or authorizes for persons whose eligibility for Medicaid is premised on cost-sharing;
4. To maintain such medical case management as defined in Part II-D, so as to help assure that the care and services for which DSSH agrees to pay are of highest possible quality and to exercise reasonable controls with respect to utilization of services;
5. To inform project physicians hospitalizing project patients to recognize Medicaid utilization review requirement and to accept the recommendation or decision of the hospital's utilization review committee with respect to length of inpatient stay;
6. To provide health screening services in which the content will at least meet the minimum established by DSSH in its "screening package";

7. To utilize, when available, private health plans as primary resources for care and services it provides or authorizes before claiming Medicaid reimbursements;
8. To bill DSSH for medical care and services provided to Medicaid recipients, excepting for those described in paragraph 3 of this Part, on forms furnished by DSSH's fiscal agent and, whenever possible, within 30 days following the date of service;
9. To maintain such records as are necessary to disclose fully the extent of services provided to Medicaid recipients and to furnish such information regarding any Medicaid payments claimed as DSSH may request.

B. DSSH agrees:

1. To reimburse DOH at rates listed on Attachment E for medical care and services it has provided under its MCH-CCS programs as defined in Part II-A and provided such care and services are encompassed in Medicaid.
2. To reimburse other providers for medical care and services which DOH has, for reason of unavailability in its clinics, authorized them to furnish under the medical case management provision of this agreement, provided such care and services are within the scope and content of Medicaid coverage. The amount of reimbursement shall be based on rates listed on Attachment E.
3. To accept the judgment of MCH and CCS professional medical staff as to the medical necessity for care and services they have authorized to be furnished by other providers and for which DSSH is responsible for payment.
4. To furnish verification of eligibility for Medicaid when the recipient does not have HMSA-Medicaid Identification Card in his possession.

5. To provide consultation to MCH personnel with respect to billing procedure, Medicaid eligibility, EPSDT requirements, and on other related matters as may be requested by DOH.

V. PROGRAM COORDINATION

A. The determination of financial and medical eligibility for MCH-CCS services shall be the responsibility of DOH. In the case of Medicaid recipients, DOH shall accept them for such services without further test of financial eligibility, provided a determination is made that they meet medical criteria, if required.

B. DOH and DSSH mutually agree to a reciprocal referral service as follows:

1. DOH will refer to DSSH any individual who is in apparent need of medical assistance and who is suspected of, or has a condition for which medical care and services are not available under its programs.
2. DOH will refer for possible medical assistance any MCH-CCS enrollee if, because of funding limitations, it is unable to provide services needed to enhance or improve the health of the enrollees.
3. DSSH will refer to DOH, when appropriate, any individual who is in need of preventive or remedial services but is not currently under the care of a private physician or a clinic.
4. DSSH will encourage its recipients to utilize EPSDT and family planning services which are available under MCH-CCS programs.
5. For the purpose of expediency, the method of referral shall be decided jointly at local levels.

VI. OTHER CONDITIONS OF AGREEMENT

A. DOH and DSSH FURTHER AGREE THAT:


1. This Agreement shall take effect January 1, 1974 and shall remain in effect thereafter until canceled by mutual consent.


2. This Agreement shall be jointly evaluated annually for possible modification, or earlier when requested by either Department.
3. DOH agrees that it will communicate with and inform DSSH no later than 30 days in advance of extension of project services to new areas of the State, or curtailment of project areas, as far as possible within the constraints of collective bargaining.
4. It is mutually agreed that social and medical information furnished by either agency to the other, whether verbally or in writing shall be treated confidentially and shall not be released by any member of the respective agencies to other agencies or persons without the written consent of the patient or legally responsible relative.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands

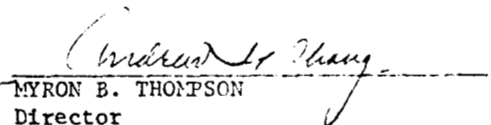
at Honolulu, Hawaii, State of Hawaii 3rd day of June, 1974.

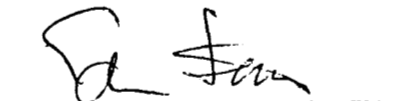
DEPARTMENT OF HEALTH


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DEPARTMENT OF SOCIAL SERVICES
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MYRON B. THOMPSON
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EDWIN TAM
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ATTACHMENT A
CRIPPLED CHILDREN SERVICES
Medical Eligibility and Services

1. Provides diagnostic and treatment services for handicapped children based on definition and selection. Such services may include:
 - a. Medical, surgical, dental, and hospital care.
 - b. Care in convalescent or foster home.
 - c. Prosthetics, appliances, transportation, and after-care to see that the child makes satisfactory personal adjustment and that treatment benefits are not lost by neglect.
2. Gives diagnostic and treatment services to children between 0-21 on all islands for specific conditions listed below.
 - a. Cleft lip and palate and serious cranial and facial anomalies;
 - b. Cerebral palsy, epilepsy and other selected neurological problems;
 - c. Rheumatic fever and rheumatic heart disease;
 - d. Congenital heart disease;
 - e. Orthopedic conditions, including arthritis;
 - f. Selected surgical eye defects;
 - g. Epilepsy;
 - h. Selected external crippling conditions such as burns and severe disfigurements needing plastic procedure;
 - i. Selected urogenital and other congenital defects;
 - j. Selected hearing loss;
 - k. Cystic fibrosis;
 - l. Mental retardation;
 - m. Conditions causing mental retardation;
 - n. Hemophilia;
 - o. Severe asthma;
 - p. Learning disability.

10. Post-employment services -- to assist the disabled person to maintain suitable employment.

B. COSTS

There is no cost for services which are necessary to evaluate the individual's problems, or for counseling and guidance, and job placement. The individual will be asked to share in the cost of other services if he is able to do so.

C. ELIGIBILITY

The requirements for eligibility are:

1. The presence of a physical or mental disability which for the individual constitutes or results in a substantial handicap to employment and interferes with his ability to pursue a gainful occupation, or which threatens his or her continued employment.
2. The disabled person must have a reasonable chance of being able to engage in a suitable occupation after necessary rehabilitation services are provided.
3. Although there is no upper or lower age limits, the general guide is that the individual is at or near work age.
4. There is no residency requirement. However, the individual must be living in Hawaii and intends to make Hawaii his residence.

II. SERVICES FOR THE BLIND BRANCH (HO'OPONO)

A. SERVICES

1. Vocational rehabilitation services for the blind and visually handicapped, as enumerated in Section I-A, B, C, above.
2. Personal adjustment services at Ho'opono to assist individuals to adjust to their blindness through training in orientation and mobility, communications skills (braille, handwriting, typing, etc.), personal and home management, occupational therapy, manual arts, and group work.
3. Work evaluation and vocational adjustment training at Ho'opono -- to assess and determine the individual's abilities and skills, and to assist the individual to develop good work habits, attitudes, work tolerance, and confidence necessary for satisfactory job placement.
4. Evaluation and training of vending stand operators -- to license, place, and supervise such operators.
5. Extended employment for blind persons unable to work in the regular labor market.

TN 88-1 Approval Date 10/22/87 Effective Date 7/1/82

ATTACHMENT E

Medicaid Reimbursement Rates

Type of Service	Amount of Reimbursement Based On
1. Inpatient hospital services	Medicare's principle of reasonable costs
2. Physician's services (not applicable to clinics)	RVS 1970, as modified by DSSH
3. Clinic services	\$7.00 per visit
4. X-ray and laboratory services	RVS 1970
5. Dental services (includes orthodontia in connection with cleft lip and palate treatment)	DSSH fee schedule
6. Medical equipment and appliances	Reasonable charges (rental or purchase)
7. Prosthetics	Reasonable charges
8. Eye glasses	Manufacturer's price list plus 10 percent
9. Eye exams, refractions and servicing	DSSH fee schedule
10. Drugs	Usual and customary charges not exceeding 180% of Blue Book price list of smallest quantity
11. Physical therapy	RVS 1970
12. Occupational therapy	Included in clinic fee of \$7.00 when visit was made for other services also
13. Speech therapy	\$5.00 per 1/2 hour (individual) \$5.00 per 1 1/2 hour per patient (group)
14. Speech evaluation	\$12.00 - Oahu \$18.00 - Neighbor Islands
15. Hearing evaluation, including audiogram	\$12.00 - Oahu \$18.00 - Neighbor Islands
16. Health screening (complete)	\$15.00
17. Family planning services	
a. Initial visit, including: Breast and pelvic exams, Pap Smear, G. C. culture, other lab tests, contraceptive supplies, supportive counselling	\$25.00